

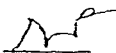
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APPENDIX B PRICE LIST

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To be negotiated pursuant to Section 5.2.

WorldCom:



Webley:



APPENDIX B - 1

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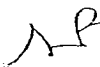
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APPENDIX C PROGRAM FEATURES

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The Program Features are attached hereto and incorporated herein by reference.

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APPENDIX C - 1

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## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial IPCOM Requirements	Future IPCOM Requirements	Initial Comp/Release	Dev Status	1st Release	2nd Release
<b>VOICE MAIL CALLER INTERFACE (VMI) REQUIREMENTS</b>							
IP001-VM-F-001 Caller Multilingual Support	4		Y		clarification		
UM001-VM-F-001 Caller Command Menu Handling	5	Y		SL	clarification		
UM001-VM-F-002 Caller Data Entry	5	Y		S	DEV		X
Caller Universal Commands							
UM001-VM-F-003 Caller Help Command	3	Y			DEV		X
UM001-VM-F-004 Caller Exit Command	3	Y		S	TEST	X	
UM001-VM-F-005 Message Playback Interrupt Handling	3	Y			DEV		X
Caller Error Handling							
UM001-VM-F-006 Caller Time Out	3	Y		S	TEST	X	
UM001-VM-F-007 Caller Invalid Input	3				DEV		
UM001-VM-F-008 Greeting Message Playback Requirements	5	Y			clarification		
IP001-VM-F-009 SP Status Code Control	5	Y		S	TEST	X	
UM001-VM-F-009 Mailbox Full Greeting Message	4	Y		S	TEST	X	
UM001-VM-F-009 Transfer to Call Attendant Coverage	4	Y			clarification		
Voice Message Forwarding Requirements							
UM001-VM-F-011 Subscriber Deletion	4	Y		SL	TEST	X	
UM001-VM-F-012 Voice Message Header	4	Y		SL	TEST	X	
UM001-VM-F-013 Record Voice Message (Caller)	5	Y		S	TEST	X	
UM001-VM-F-014 Voice Message Length Limit	4	Y		S	TEST	X	
UM001-VM-F-015 Listen to Voice Message	4	Y		S	TEST	X	
UM001-VM-F-016 Re-record Voice Message	4	Y		S	TEST	X	
UM001-VM-F-017 Append to Recorded Voice Message	3	Y		S	TEST	X	
UM001-VM-F-018 Delete Voice Message	4	Y		S	TEST	X	
UM001-VM-F-019 Record Additional Message(s)	3	Y		SL	TEST	X	
Set Message Delivery Options							
UM001-VM-F-020 Urgent Priority	4	Y		S	TEST	X	
UM001-VM-F-021 Normal Priority	4	Y		S	TEST	X	
UM001-VM-F-022 Confidential Sensitivity	4				clarification		
UM001-VM-F-023 Non-Confidential Sensitivity	4				clarification		
UM001-VM-F-024 Send Voice Message without Disconnect	3	Y		SL	TEST	X	
UM001-VM-F-025 Send Voice Message and Disconnect	3	Y		S	TEST	X	
UM001-VM-F-026 Message Size Requirements	3	Y		S	TEST	X	
<b>VOICE MAIL SUBSCRIBER INTERFACE (VMI) REQUIREMENTS</b>							
Subscriber Voice Mail Notification							
IP001-VM-F-003 Message Waiting Indicator (MWI)	5	Y		SL	clarification		
UM001-VM-F-007 Buffer Did Tone	4	NA	NA		NA		
IP001-VM-F-004 Play E-mail, Audio and Web Notification	4	Y	YAE	SL	clarification		X
UM001-VM-F-026 Account Access	5	Y		S	TEST	X	
IP001-VM-F-005 Subscriber Multilingual Support	4		Y		clarification		
Authentication							
UM001-VM-F-028 AN and PIN	5	Y		S	DEV		X
IP001-VM-F-006 Account Access	5	Y		S	TEST	X	
Message Access							
UM001-VM-F-029 Authenticated Subscribers	5	Y		S	TEST	X	
UM001-VM-F-031 Non-authenticated Subscribers	5	Y		S	TEST	X	
UM001-VM-F-032 Intrusion Detection	3	Y		S	DEV		X
UM001-VM-F-033 Subscriber Command Menu Handling	5	Y		SL	TEST	X	
UM001-VM-F-034 Subscriber Data Entry	5	Y		S	TEST	X	
Subscriber Universal Commands							
UM001-VM-F-035 Subscriber Help Command	3	Y		SL	TEST	X	
UM001-VM-F-036 Subscriber Exit Command	3	Y		S	TEST	X	
Subscriber Error Handling							
UM001-VM-F-037 Subscriber Time Out	3	Y		S	DEV		X
UM001-VM-F-038 Subscriber Invalid Input	3	Y		S	DEV		X
Message Presentation							
UM001-VM-F-039 Message Inventory	5	Y		S	TEST	X	
UM001-VM-F-040 Message Differentiation	4	Y		S	TEST	X	
IP001-VM-F-007 Minimum Messages per Subscriber Mailbox	5	Y		S	TEST	X	
UM001-VM-F-041 Maximum Messages per Subscriber Mailbox	4	Y		S	TEST	X	
IP001-VM-F-008 Minimum Message Length per Subscriber Mailbox	4	Y		S	TEST	X	
Priority Differentiation							
UM001-VM-F-042 Voice Mail Priority Differentiation	4	Y		S	TEST	X	
UM001-VM-F-043 E-mail Priority Differentiation	4	Y		SL	clarification		
Read/Unread Differentiation							
UM001-VM-F-044 Voice Mail Read/Unread Differentiation	4	Y		S	TEST	X	
UM001-VM-F-045 Unplayed Voice Mail	4	Y		S	TEST	X	
UM001-VM-F-046 Played Voice Mail	3	Y		S	TEST	X	
UM001-VM-F-047 E-mail Read/Unread Differentiation	4	Y		S	DEV		X
UM001-VM-F-048 Unread E-mail Messages	4	Y		S	DEV		X
UM001-VM-F-049 Read E-mail Messages	3				DEV		X
Voice Mail Message Retrieval							
UM001-VM-F-050 Playback Voice Mail Message	5	Y		S	TEST	X	
UM001-VM-F-051 Fast-Forward Voice Mail Message	3	Y		S	TEST	X	
UM001-VM-F-052 Reverse Voice Mail Message	3	Y		S	TEST	X	
UM001-VM-F-053 Play Voice Mail Message	3	Y		S	TEST	X	
UM001-VM-F-054 Reply to Voice Mail Message - Subscriber	3	Y		S	TEST	X	
UM001-VM-F-055 Reply to Voice Mail Message - Non-Subscriber	3				TEST	X	
UM001-VM-F-056 Delete Voice Mail Message	4	Y		S	TEST	X	

## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial IFCOM Requirements	Future IFCOM Requirements	Initial Compliance	Dev Status	1st Release	2nd Release
<b>VOICE MAIL CALLER INTERFACE (VMI) REQUIREMENTS</b>							
IP001-VM-F-001 Caller Multilingual Support	4		Y		certification		
LM001-VM-F-001 Caller Command Menu Handling	5	Y		SL	certification		
LM001-VM-F-002 Caller Data Entry	5	Y		S	DEV		X
Caller Universal Commands							
LM001-VM-F-003 Caller Help Command	3	Y			DEV		X
LM001-VM-F-004 Caller Exit Command	3	Y		S	TEST		
LM001-VM-F-005 Message Playback Interrupt Handling	3	Y			DEV		X
Caller Error Handling							
LM001-VM-F-006 Caller Time Out	3	Y		S	TEST		
LM001-VM-F-007 Caller Invalid Input	3				DEV		
LM001-VM-F-008 Overriding Message Playback Requirements	3	Y			certification		
IP001-VM-F-002 SP Status Code Control	5	Y		S	TEST		
LM001-VM-F-009 Mailbox Full Creating Message	4	Y		S	TEST		
LM001-VM-F-010 Transfer to Call Attendant Coverage	4	Y			certification		
Voice Message Recording Requirements							
LM001-VM-F-011 Subscriber Deletion	4	Y		SL	TEST		
LM001-VM-F-012 Voice Message Header	4	Y		SL	TEST		
LM001-VM-F-013 Record Voice Message (Call)	5	Y		S	TEST		
LM001-VM-F-014 Voice Message Length Limit	4	Y		S	TEST		
LM001-VM-F-015 Listen to Voice Message	4	Y		S	TEST		
LM001-VM-F-016 Re-record Voice Message	4	Y		S	TEST		
LM001-VM-F-017 Approval to Record Voice Message	3	Y		S	TEST		
LM001-VM-F-018 Delete Voice Message	4	Y		S	TEST		
LM001-VM-F-019 Record Additional Message(s)	3	Y		SL	TEST		
Set Message Delivery Options							
LM001-VM-F-020 Urgent Priority	4	Y		S	TEST		
LM001-VM-F-021 Normal Priority	4	Y		S	TEST		
LM001-VM-F-022 Confidential Sensitivity	4				certification		
LM001-VM-F-023 Non-Confidential Sensitivity	4				certification		
LM001-VM-F-024 Send Voice Message without Disconnect	3	Y		SL	TEST		
LM001-VM-F-025 Send Voice Message and Disconnect	3	Y		S	TEST		
LM001-VM-F-026 Message Edit Requirements	3	Y		S	TEST		
<b>VOICE MAIL SUBSCRIBER INTERFACE (VMSI) REQUIREMENTS</b>							
Subscriber Voice Mail Notification							
IP001-VM-F-003 Message Waiting Indicator (MWI)	5	Y		SL	certification		
LM001-VM-F-027 Subscriber Mail Tone	4	NA	NA		NA		
IP001-VM-F-004 Pager, E-mail, Audio and Web Notification	4	Y	Y/E	SL	certification		X
LM001-VM-F-028 Account Access	5	Y		S	TEST		
IP001-VM-F-005 Subscriber Multilingual Support	4		Y		certification		
Authentication							
LM001-VM-F-029 AM and PM	5	Y		S	DEV		X
IP001-VM-F-006 Account Access	5	Y		S	TEST		
Message Access							
LM001-VM-F-030 Authorized Subscribers	5	Y		S	TEST		
LM001-VM-F-031 Non-authorized Subscribers	5	Y		S	TEST		
LM001-VM-F-032 Intrusion Detection	3	Y		S	DEV		X
LM001-VM-F-033 Subscriber Command Menu Handling	5	Y		SL	TEST		
LM001-VM-F-034 Subscriber Data Entry	5	Y		S	TEST		
Subscriber Universal Commands							
LM001-VM-F-035 Subscriber Help Command	3	Y		SL	TEST		
LM001-VM-F-036 Subscriber Exit Command	3	Y		S	TEST		
Subscriber Error Handling							
LM001-VM-F-037 Subscriber Time Out	3	Y		S	DEV		
LM001-VM-F-038 Subscriber Invalid Input	3	Y		S	DEV		X
Message Presentation							
LM001-VM-F-039 Message Inventory	5	Y		S	TEST		
LM001-VM-F-040 Message Differentiation	4	Y		S	TEST		
IP001-VM-F-007 Maximum Messages per Subscriber Mailbox	5	Y		S	TEST		
LM001-VM-F-041 Maximum Messages per Subscriber Mailbox	4	Y		S	TEST		
IP001-VM-F-008 Maximum Message Length per Subscriber Mailbox	4	Y		S	TEST		
Priority Differentiation							
LM001-VM-F-042 Voice Mail Priority Differentiation	4	Y		S	TEST		
LM001-VM-F-043 E-mail Priority Differentiation	4	Y		SL	certification		
Read/Used Differentiation							
LM001-VM-F-044 Voice Mail Read/Used Differentiation	4	Y		S	TEST		
LM001-VM-F-045 Unplayed Voice Mail	4	Y		S	TEST		
LM001-VM-F-046 Played Voice Mail	3	Y		S	TEST		
LM001-VM-F-047 E-mail Read/Used Differentiation	4	Y		S	DEV		
LM001-VM-F-048 Unread E-mail Messages	4	Y		S	DEV		X
LM001-VM-F-049 Read E-mail Messages	3				DEV		
Voice Mail Message Retrieval							
LM001-VM-F-050 Playback Voice Mail Message	5	Y		S	TEST		
LM001-VM-F-051 Fast-Forward Voice Mail Message	3	Y		S	TEST		
LM001-VM-F-052 Reverse Voice Mail Message	3	Y		S	TEST		
LM001-VM-F-053 Replay Voice Mail Message	3	Y		S	TEST		
LM001-VM-F-054 Reply to Voice Mail Message - Subscriber	3	Y		S	TEST		
LM001-VM-F-055 Reply to Voice Mail Message - Non-Subscriber	3				TEST		
LM001-VM-F-056 Delete Voice Mail Message	4	Y		S	TEST		

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## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial IPCOM Requirements	Future IPCOM Requirements	Initial Compliance	Dev Status	1st Release	2nd Release
<b>VOICE MAIL CALLER INTERFACE (VMCI) REQUIREMENTS</b>							
UM001-VM-F-057 Save Voice Mail Message	4	Y		S	TEST	X	
IP001-VM-F-058 Message Retention	5	Y	Y	S	TEST	X	
UM001-VM-F-059 Forward Voice Mail Message	4	Y		S	TEST	X	
UM001-VM-F-061 Broadcast Voice Mail Message	4	Y		S	TEST	X	
UM001-VM-F-059 Play Voice Mail Message Header	3	Y		S	TEST	X	
UM001-VM-F-060 Modify Voice Mail Message Status	3	Y		S	DEV		X
UM001-VM-F-061 Play Previous Voice Mail Message	3	Y		S	TEST	X	
UM001-VM-F-062 Play Next Voice Mail Message	3	Y		S	TEST	X	
E-mail Message Playback							
UM001-VM-F-063 E-mail Message Playback	4	Y		S	TEST	X	
UM001-VM-F-064 E-mail Header Playback	4	Y		S	TEST	X	
UM001-VM-F-065 E-mail Text Attachment Playback	4	Y		S	TEST	X	
UM001-VM-F-066 E-mail Audio Attachment Playback	4	Y		S	TEST	X	
UM001-VM-F-067 E-mail Message Fast Forward	3				PI		
UM001-VM-F-068 E-mail Message Reverse	3				PI		
UM001-VM-F-069 Play E-mail Message	3	Y		SL	TEST	X	
UM001-VM-F-070 Reply to E-mail Message	3	Y		S	TEST	X	
UM001-VM-F-071 Delete E-mail Message	4	Y		S	TEST	X	
UM001-VM-F-072 Save E-mail Message	4	Y		S	TEST	X	
UM001-VM-F-073 Forward E-mail Message	4	Y		S	TEST	X	
UM001-VM-F-074 Play E-mail Message Header	4	Y		S	TEST	X	
UM001-VM-F-075 Modify E-mail Message Status	3	Y		S	TEST	X	
UM001-VM-F-076 Play Previous E-mail Message	3				TEST	X	
UM001-VM-F-077 Play Next E-mail Message	3	Y		S	TEST	X	
Recorded Message Operations							
UM001-VM-F-078 Record Voice Message (Subscriber)	4	Y		S	TEST	X	
UM001-VM-F-079 Review Recorded Message	4	Y		S	TEST	X	
UM001-VM-F-080 Re-record Message	4	Y		S	TEST	X	
UM001-VM-F-081 Continue Recording	3	Y		S	DEV		X
UM001-VM-F-082 Set Priority	4	Y		S	TEST	X	
UM001-VM-F-083 Set Recallability	3				NA		
UM001-VM-F-084 Send Recorded Message	4	Y		S	TEST	X	
UM001-VM-F-085 Message Deletion	4	Y		S	TEST	X	
Distribution Lists							
UM001-VM-F-086 Create Distribution List	4	Y		S	TEST	X	
UM001-VM-F-087 Subscriber Count	3	Y		SL	clarification		X
UM001-VM-F-088 Review Distribution List	4	Y		S	TEST	X	
Modify Distribution List							
UM001-VM-F-089 Add Subscribers	4	Y		S	TEST	X	
UM001-VM-F-090 Remove Subscribers	4	Y		S	TEST	X	
UM001-VM-F-091 Remove Distribution List	4	Y		S	TEST	X	
UM001-VM-F-092 Delete Distribution List	4	Y		S	TEST	X	
UM001-VM-F-093 Distribution List Count	3	Y		SL	clarification		
Greeting Messages							
IP001-VM-F-010 FMA vs. FB	5	Y			TEST	X	
UM001-VM-F-094 Default	4	Y			TEST	X	
Customizable Default with Recorded Name							
UM001-VM-F-095 Create Recorded Name	4	Y		S	TEST	X	
UM001-VM-F-096 Modify Recorded Name	4	Y		S	TEST	X	
UM001-VM-F-097 Delete Recorded Name	4	Y		S	TEST	X	
UM001-VM-F-098 Recorded Name Length Limit	3	Y		S	TEST	X	
IP001-VM-F-011 Minimum Length of Greetings	5	Y		S	TEST	X	
Customizable No Answer							
UM001-VM-F-099 Create No Answer Greeting Message	4	Y			TEST	X	
UM001-VM-F-100 Modify No Answer Greeting Message	4	Y			TEST	X	
UM001-VM-F-101 Delete No Answer Greeting Message	4	Y			TEST	X	
UM001-VM-F-102 No Answer Length Limit	3	Y			TEST	X	
IP001-VM-F-012 Minimum Length of Greetings	5	Y			TEST	X	
IP001-VM-F-013 Minimum Number of FMA Greetings	5	Y			TEST	X	
Customizable Busy							
UM001-VM-F-103 Create Busy Greeting Message	4	Y			TEST	X	
UM001-VM-F-104 Modify Busy Greeting Message	4	Y			TEST	X	
UM001-VM-F-105 Delete Busy Greeting Message	4	Y			TEST	X	
UM001-VM-F-106 Busy Length Limit	3	Y			TEST	X	
IP001-VM-F-014 Minimum Length of Greetings	5	Y			TEST	X	
IP001-VM-F-015 Minimum Number of FB Greetings	5	Y			TEST	X	
Out of Hours							
UM001-VM-F-107 Default Out of Hours	4				PI		
Customizable Out of Hours							
UM001-VM-F-108 Create Out of Hours Greeting Message	4				PI		
UM001-VM-F-109 Modify Out of Hours Greeting Message	4				PI		
UM001-VM-F-110 Delete Out of Hours Greeting Message	4				PI		
UM001-VM-F-111 Out of Hours Length Limit	3				PI		
IP001-VM-F-016 Minimum Length of Greetings	5	Y			PI		X
Extended Absence							
UM001-VM-F-112 Default Extended Absence	3				PI		
Customizable Extended Absence							
UM001-VM-F-113 Create Extended Absence Greeting Message	3				PI		

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## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial Release	Future - Release	Initial Compliance	Dev Status	1st Release	2nd Release
<b>VOICE MAIL CALLER INTERFACE (VOCI) REQUIREMENTS</b>							
UAD01-VM-F-001 Save Voice Mail Message	4	Y		B	TEST	X	
IP001-VM-F-002 Message Retention	5	Y	Y	B	TEST	X	
UAD01-VM-F-003 Forward Voice Mail Message	4	Y		B	TEST	X	
UAD01-VM-F-004 Forward Voice Mail Message	4	Y		B	TEST	X	
UAD01-VM-F-005 Play Voice Mail Message Header	3	Y		B	TEST	X	
UAD01-VM-F-006 Modify Voice Mail Message Status	3	Y		B	DEV		X
UAD01-VM-F-007 Play Previous Voice Mail Message	3	Y		B	TEST	X	
UAD01-VM-F-008 Play Next Voice Mail Message	3	Y		B	TEST	X	
<b>E-mail Message Playback</b>							
UAD01-VM-F-009 E-mail Message Playback	4	Y		B	TEST	X	
UAD01-VM-F-010 E-mail Header Playback	4	Y		B	TEST	X	
UAD01-VM-F-011 E-mail Text Attachment Playback	4	Y		B	TEST	X	
UAD01-VM-F-012 E-mail Audio Attachment Playback	4				PI		
UAD01-VM-F-013 E-mail Message Fast Forward	3				PI		
UAD01-VM-F-014 E-mail Message Reverse	3				PI		
UAD01-VM-F-015 Reply E-mail Message	3	Y		SL	TEST	X	
UAD01-VM-F-016 Reply to E-mail Message	3	Y		B	TEST	X	
UAD01-VM-F-017 Delete E-mail Message	4	Y		B	TEST	X	
UAD01-VM-F-018 Save E-mail Message	4	Y		B	TEST	X	
UAD01-VM-F-019 Forward E-mail Message	4	Y		B	TEST	X	
UAD01-VM-F-020 Play E-mail Message Header	4	Y		B	TEST	X	
UAD01-VM-F-021 Modify E-mail Message Status	3	Y		B	TEST	X	
UAD01-VM-F-022 Play Previous E-mail Message	3				TEST	X	
UAD01-VM-F-023 Play Next E-mail Message	3	Y		B	TEST	X	
<b>Recorded Message Operations</b>							
UAD01-VM-F-024 Record Voice Message (Subscriber)	4	Y		B	TEST	X	
UAD01-VM-F-025 Review Recorded Message	4	Y		B	TEST	X	
UAD01-VM-F-026 Re-record Message	4	Y		B	TEST	X	
UAD01-VM-F-027 Continue Recording	3				DEV		X
UAD01-VM-F-028 Set Priority	4	Y		B	TEST	X	
UAD01-VM-F-029 Set Sensitivity	3				N/A		
UAD01-VM-F-030 Send Recorded Message	4	Y		B	TEST	X	
UAD01-VM-F-031 Message Deletion	4	Y		B	TEST	X	
<b>Distribution Lists</b>							
UAD01-VM-F-032 Create Distribution List	4	Y		B	TEST	X	
UAD01-VM-F-033 Subscriber Count	3	Y		SL	verification		X
UAD01-VM-F-034 Review Distribution List	4	Y		B	TEST	X	
Modify Distribution List							
UAD01-VM-F-035 Add Subscriber	4	Y		B	TEST	X	
UAD01-VM-F-036 Remove Subscriber	4	Y		B	TEST	X	
UAD01-VM-F-037 Rename Distribution List	4	Y		SL	TEST	X	
UAD01-VM-F-038 Delete Distribution List	4	Y		B	TEST	X	
UAD01-VM-F-039 Distribution List Count	3	Y		SL	verification		
<b>Greeting Messages</b>							
IP001-VM-F-040 FNA vs. FB	5	Y			TEST	X	
UAD01-VM-F-041 Default	4	Y			TEST	X	
Customizable Default with Recorded Name							
UAD01-VM-F-042 Create Recorded Name	4	Y		B	TEST	X	
UAD01-VM-F-043 Modify Recorded Name	4	Y		B	TEST	X	
UAD01-VM-F-044 Delete Recorded Name	4	Y		B	TEST	X	
UAD01-VM-F-045 Recorded Name Length Limit	3	Y		B	TEST	X	
IP001-VM-F-046 Minimum Length of Greetings	5	Y		B	TEST	X	
Customizable No Answer							
UAD01-VM-F-047 Create No Answer Greeting Message	4	Y			TEST	X	
UAD01-VM-F-048 Modify No Answer Greeting Message	4	Y			TEST	X	
UAD01-VM-F-049 Delete No Answer Greeting Message	4	Y			TEST	X	
UAD01-VM-F-050 No Answer Length Limit	3	Y			TEST	X	
IP001-VM-F-051 Minimum Length of Greetings	5	Y			TEST	X	
IP001-VM-F-052 Minimum Number of FNA Greetings	5	Y			TEST	X	
Customizable Busy							
UAD01-VM-F-053 Create Busy Greeting Message	4	Y			TEST	X	
UAD01-VM-F-054 Modify Busy Greeting Message	4	Y			TEST	X	
UAD01-VM-F-055 Delete Busy Greeting Message	4	Y			TEST	X	
UAD01-VM-F-056 Busy Length Limit	3	Y			TEST	X	
IP001-VM-F-057 Minimum Length of Greetings	5	Y			TEST	X	
IP001-VM-F-058 Minimum Number of FB Greetings	5	Y			TEST	X	
<b>Out of Hours</b>							
UAD01-VM-F-059 Default Out of Hours	4				PI		
Customizable Out of Hours							
UAD01-VM-F-060 Create Out of Hours Greeting Message	4				PI		
UAD01-VM-F-061 Modify Out of Hours Greeting Message	4				PI		
UAD01-VM-F-062 Delete Out of Hours Greeting Message	4				PI		
UAD01-VM-F-063 Out of Hours Length Limit	3				PI		
IP001-VM-F-064 Minimum Length of Greetings	5	Y			PI		X
<b>Extended Absence</b>							
UAD01-VM-F-065 Default Extended Absence	3				PI		
Customizable Extended Absence							
UAD01-VM-F-066 Create Extended Absence Greeting Message	3				PI		

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## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial Requirement	Future Requirement	Initial Compliance	Dev Status	1st Release	2nd Release
<b>VOICE MAIL CALLER INTERFACE (VCI) REQUIREMENTS</b>							
UM001-VM-F-114 Modify Extended Absence Greeting Message	3				PI		
UM001-VM-F-115 Delete Extended Absence Greeting Message	3				PI		
UM001-VM-F-116 Extended Absence Length Limit	3				PI		
IP001-VM-F-017 Minimum Length of Greetings	5	Y			PI		
IP001-VM-F-018 Greeting System Prompt	5	Y			PI		
IP001-VM-F-019 Greeting System Prompt	5	Y			PI		
<b>Subscriber Preferences</b>							
UM001-VM-F-117 Greeting Selection	4	Y			DEV		X
UM001-VM-F-118 Listen to Greeting	4	Y		S	TEST	X	
<b>PII Management</b>							
UM001-VM-F-419 Change PIN	4	Y		SL	TEST	X	
UM001-VM-F-420 PIN Length Minimum	3	Y			TEST	X	
UM001-VM-F-421 PIN Length Maximum	3	Y			TEST	X	
UM001-VM-F-422 PIN Expiration	3				PI		
UM001-VM-F-423 Message Header Playback Settings - Voice Mail	3	Y			PI		Y
UM001-VM-F-424 Message Header Playback Settings - E-mail	3				PI		
UM001-VM-F-425 Enabled/Disabled Notification Services	3	Y			DEV		X
UM001-VM-F-426 Subscriber Time Zone	4	Y		S	DEV	X	
IP001-VM-F-020 Subscriber Time Zone	5	Y		S	DEV	X	
UM001-VM-F-021 Call Attendant Coverage Configuration	4	Y			DEV	X	
IP001-VM-F-021 Minimum Length of Call Attendant Greetings	5	Y			DEV	X	
UM001-VM-F-022 Custom Content	5				PI		X
<b>Business Hours</b>							
UM001-VM-F-428 Default Business Hours Settings	3				PI		
UM001-VM-F-429 Set Business Hours Start	3				PI		
UM001-VM-F-430 Set Business Hours End	3				PI		
UM001-VM-F-431 Restore to Business Hours Default	3				PI		
<b>Business Days</b>							
UM001-VM-F-432 Default Business Days Settings	3				PI		
UM001-VM-F-433 Set Business Days Start	3				PI		
UM001-VM-F-434 Set Business Days End	3				PI		
UM001-VM-F-435 Restore to Standard Business Days Default	3				PI		
<b>SYSTEM MONITORING AND TECHNICAL SUPPORT</b>							
UM001-VM-F-136 Monitoring	4	Y			DEV		X
<b>Logging</b>							
IP001-VM-F-022 Truncated Network Elements	5	Y			DEV		X
IP001-VM-F-023 Call Event and Transaction Detail Records	5	Y			TEST	X	
IP001-VM-F-024 Truncation	5	Y			TEST	X	
IP001-VM-F-025 Audio Cuts	5	Y			TEST	X	
IP001-VM-F-026 Protocol Transactions	5	Y			TEST	X	
IP001-VM-F-027 Call Failures	5	Y			DEV		X
IP001-VM-F-028 Forwarding Problems	5	Y	Y		PI		X
UM001-VM-F-437 Call Reports	3	Y		SL	Validation		
<b>MAINTENANCE</b>							
UM001-VM-F-438 Maintenance USBs	4	Y		SL	Validation		
UM001-VM-F-439 System Recovery Mechanisms	4	Y		SL	Validation		
IP001-VM-F-029 WCOM Testing	5	Y			NA		
IP001-VM-F-030 Disk Utilization Statistics	4	Y	Y/E	SL	Validation		
<b>Alarms</b>							
IP001-VM-F-031 General Alarms (WorkCom)	5	Y			PI		X
IP001-VM-F-032 WCOM Alarms (WorkCom)	5	Y			PI		X
IP001-VM-F-033 RAMP Alarms	5	Y			PI		X
<b>VOICE MAIL PLATFORM</b>							
UM001-VM-S-001 VOICE MAIL PLATFORM	5				PI		
<b>PBX INTEROPERABILITY</b>							
UM001-VM-S-002 Model	3	Y			DEV		X
UM001-VM-S-003 Role	3				PI		
UM001-VM-S-004 Location	3				PI		
UM001-VM-S-005 Extension	3				PI		
UM001-VM-S-006 Port/Line	3				PI		
UM001-VM-S-007 Feature	3				PI		
<b>PERFORMANCE</b>							
IP001-VM-S-001 Simultaneous Calls	5	Y			NA		X
UM001-VM-S-002 Scaling	4	Y			NA		X
<b>SECURITY</b>							
IP001-VM-S-002 Message Protection	4	Y			PI		X
UM001-VM-S-003 AVAILABILITY	5	Y			NA		
IP001-VM-S-004 SYSTEM DIAGRAMS	5	Y			NA		
IP001-VM-S-004 PHYSICAL INTERFACES	5	Y		S	TEST	X	
<b>CONFIGURATION</b>							
IP001-VM-S-005 Minimum Number of SIP Proxy Servers	5	Y			NA		
IP001-VM-S-006 SIP Proxy Name Registration	5	Y			DEV		X
IP001-VM-S-007 SIP Proxy Name Resolution	5	Y			DEV		X
IP001-VM-S-008 SIP Message Format	4	Y			DEV		X
IP001-VM-S-009 Configurable SIP Message Types	5	Y			DEV		X
IP001-VM-S-010 FAX REQUIREMENTS	4	Y	Y		DEV		X
<b>IP Requirements</b>							

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## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial RFOOM Requirements	Future RFOOM Requirements	Initial Compliance	Dev Status	Std Release	Std Release
<b>VOICE MAIL CALLER INTERFACE (VMOI) REQUIREMENTS</b>							
UM001-VM-F-114 Modify Extended Absence Greeting Message	3				PI		
UM001-VM-F-115 Delete Extended Absence Greeting Message	3				PI		
UM001-VM-F-116 Extended Absence Length Limit	3				PI		
IP001-VM-F-017 Minimum Length of Greetings	5	Y			PI		
IP001-VM-F-018 Greeting System Prompt	5	Y			PI		
IP001-VM-F-019 Greeting System Prompt	5	Y			PI		
<b>Subscriber Preferences</b>							
UM001-VM-F-117 Greeting Selection	4	Y			DEV		X
UM001-VM-F-118 Update to Greeting	4	Y		S	TEST	X	
<b>PIN Management</b>							
UM001-VM-F-119 Change PIN	4	Y		SL	TEST	X	
UM001-VM-F-120 PIN Length Minimum	3	Y			TEST	X	
UM001-VM-F-121 PIN Length Maximum	3	Y			TEST	X	
UM001-VM-F-122 PIN Expiration	2				PI		
UM001-VM-F-123 Message Header Playback Settings - Voice Mail	3	Y			PI		X
UM001-VM-F-124 Message Header Playback Settings - E-mail	3				PI		
UM001-VM-F-125 Enable/Disable Notification Services	3	Y			DEV		X
UM001-VM-F-126 Subscriber Time Zone	4	Y		S	DEV	X	
IP001-VM-F-020 Subscriber Time Zone	5	Y		S	DEV	X	
UM001-VM-F-127 Call Absent Coverage Configuration	4	Y			DEV	X	
IP001-VM-F-021 Minimum Length of Call Absent Greetings	5	Y			DEV	X	
UM001-VM-F-002 Custom Content	5				PI		X
<b>Business Hours</b>							
UM001-VM-F-128 Default Business Hours Settings	3				PI		
UM001-VM-F-129 Set Business Hours Start	3				PI		
UM001-VM-F-130 Set Business Hours End	3				PI		
UM001-VM-F-131 Restore to Business Hours Default	3				PI		
<b>Business Days</b>							
UM001-VM-F-132 Default Business Days Settings	3				PI		
UM001-VM-F-133 Set Business Days Start	3				PI		
UM001-VM-F-134 Set Business Days End	3				PI		
UM001-VM-F-135 Restore to Standard Business Days Default	3				PI		
<b>SYSTEM MONITORING AND TECHNICAL SUPPORT</b>							
UM001-VM-F-136 Monitoring	4	Y			DEV		X
<b>Logging</b>							
IP001-VM-F-022 Tracked Network Elements	5	Y			DEV		X
IP001-VM-F-023 Call Event and Transaction Detail Records	5	Y			TEST	X	
IP001-VM-F-024 Timestamps	5	Y			TEST	X	
IP001-VM-F-025 Active Calls	5	Y			TEST	X	
IP001-VM-F-026 Protocol Transactions	5	Y			TEST	X	
IP001-VM-F-027 Call Failures	5	Y			DEV		X
IP001-VM-F-028 Forwarding Problems	5	Y	Y		PI		X
UM001-VM-F-137 Call Reports	3	Y		SL	dev/Work		
<b>MAINTENANCE</b>							
UM001-VM-F-138 Maintenance Utilities	4	Y		SL	certification		
UM001-VM-F-139 System Recovery Mechanisms	4	Y		SL	dev/Work		
IP001-VM-F-029 WCOM Tasking	5	Y			NA		
IP001-VM-F-030 Disk Utilization Statistics	4	Y	YE	SL	certification		
<b>Alarms</b>							
IP001-VM-F-031 General Alarms (WorkCom)	5	Y			PI		X
IP001-VM-F-032 WCOM Alarms (WorkCom)	5	Y			PI		X
IP001-VM-F-033 SNMPv2 Alarms	5	Y			PI		X
<b>INTEROPERABILITY</b>							
UM001-VM-S-001 VOICE MAIL PLATFORM	5				PI		
<b>PBX INTEROPERABILITY</b>							
UM001-VM-S-002 Model	3	Y			DEV		X
UM001-VM-S-003 Role	3				PI		
UM001-VM-S-004 Lucent	3				PI		
UM001-VM-S-005 Siemens	3				PI		
UM001-VM-S-006 Panasonic	3				PI		
UM001-VM-S-007 Fujitsu	3				PI		
<b>PERFORMANCE</b>							
IP001-VM-S-008 Simultaneous Calls	3	Y			NA		X
UM001-VM-S-009 Scaling	4	Y			NA		X
<b>SECURITY</b>							
IP001-VM-S-002 Message Rejection	4	Y			PI		X
UM001-VM-S-009 AVAILABILITY	5	Y			NA		
IP001-VM-S-003 SYSTEM DIAGRAMS	5	Y			NA		
IP001-VM-S-004 PHYSICAL INTERFACES	5	Y		S	TEST	X	
<b>CONFIGURATION</b>							
IP001-VM-S-005 Minimum Number of SIP Proxy Servers	5	Y			NA		
IP001-VM-S-006 SIP Proxy Name Representation	5	Y			DEV		X
IP001-VM-S-007 SIP Proxy Name Resolution	5	Y			DEV		X
IP001-VM-S-008 SIP Message Format	4	Y			DEV		X
IP001-VM-S-009 Configure SIP Message Traces	5	Y			DEV		X
IP001-VM-S-010 FAX REQUIREMENTS	4	Y	Y		DEV		X
<b>IP REQUIREMENTS</b>							
IP Requirements							

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## APPENDIX C PROGRAM FEATURES

Description	Priority	Initial IPCOM Requirements	Future IPCOM Requirements	Initial Compliance	Dev Status	1st Release	2nd Release
<b>VOICE MAIL CALLER INTERFACE (VCCI) REQUIREMENTS</b>							
IP001-VM-S-911 BLAMP	5	Y		S	TEST	X	
IP001-VM-S-912 POP3	5	Y		S	DEV		X
IP001-VM-S-913 VPM	4	Y			DEV		X
IP001-VM-S-914 SMDI	3	Y			DEV		X
IP001-VM-S-915 SCMP	4	Y			DEV		X
IP001-VM-S-916 IPM	5	Y		S	TEST	X	
IP001-VM-S-917 IPV	1				PI		
IP001-VM-S-918 RTP Fixed Payload Size	5	Y			DEV		X
IP001-VM-S-919 RTP (T)	4	Y			TEST	X	
IP001-VM-S-920 RTP	5	Y			TEST	X	
IP001-VM-S-921 RTCP	5	Y			TEST	X	
IP001-VM-S-922 RTP/RTCP Payload Type 8	5	Y			TEST	X	
IP001-VM-S-923 RTP/RTCP Payload Types 2, 4, 15, 18	4	Y			TEST	X	
IP001-VM-S-924 Address/Port Obligation	5	Y			TEST	X	
IP001-VM-S-925 Domain Name	5	Y			Verification		
IP001-VM-S-926 RTP (T)	3				PI		
<b>SP Requirements</b>							
IP001-VM-S-927 RFC 2543	5	Y			TEST	X	
IP001-VM-S-928 RFC 2543bis	3	Y			T		
IP001-VM-S-929 UDP	5	Y			TEST	X	
IP001-VM-S-930 TCP	3	Y			TEST	X	
IP001-VM-S-931 Request URI	5	Y			TEST	X	
IP001-VM-S-932 URLs	5	Y			TEST	X	
IP001-VM-S-933 Subscribe and Notify Methods	5	Y			PI		X
IP001-VM-S-934 Message Waiting Indicator	5	Y			DEV		X
IP001-VM-S-935 Event Header	5	Y			DEV		X
IP001-VM-S-936 Call Flow	5	Y			DEV		X
UM001-VM-S-910 No Answer	5			S	DEV	X	
UM001-VM-S-911 Busy Signal	5	Y		S	DEV	X	
IP001-VM-S-937 Future Headers and Methods	3		Y		PI		
<b>DTMF Requirements</b>							
IP001-VM-S-938 Transport	5	Y		S	TEST	X	
IP001-VM-S-939 A/T Tones	5	Y			Verification		X
IP001-VM-S-940 Info Method	5	Y			Verification		X
<b>NETWORK MANAGEMENT</b>							
IP001-VM-S-941 SRMPv2 Support	5	Y			DEV		X
IP001-VM-S-942 Protected Sessions	5	Y			DEV		X
IP001-VM-S-943 Secure Dial In	5	Y			DEV		X
<b>Traps</b>							
IP001-VM-S-944 Network Interfaces	5	Y			DEV		X
IP001-VM-S-945 Login	5	Y			DEV		X
IP001-VM-S-946 Quality of Voice	5	Y			DEV		X
IP001-VM-S-947 SRMP	5	Y			DEV		X
IP001-VM-S-948 SRMP Collector	5	Y			DEV		X
IP001-VM-S-949 SRMP Community Billing and Port Number	5	Y			DEV		X
<b>USER ACCOUNT MANAGEMENT (UAM) REQUIREMENTS</b>							
<b>MESSAGE STORE</b>							
UM001-VM-I-001 Common Message Store	5				PI		
IP001-VM-I-001 Message Store Redundancy	5	Y		S	Verification		
UM001-VM-I-002 VOICE MAIL DIRECTORY INTERFACE	5				PI		
<b>Subscriber Registration Requirements</b>							
UM001-VM-I-003 Voice Mail Administrator Service	4				PI		
UM001-VM-I-004 Voice Mail Subscriber Account Administration Service	4				PI		
<b>Voice Mail Account Provisioning</b>							
UM001-VM-I-005 Voice Mail Account	5	Y			TEST	X	
UM001-VM-I-006 Create Voice Mail Account	4	Y			TEST	X	
UM001-VM-I-007 View Voice Mail Account Information	4	Y			TEST	X	
UM001-VM-I-008 Modify Voice Mail Account	4	Y			TEST	X	
UM001-VM-I-009 Re-enable Voice Mail Account	4	Y			TEST	X	
UM001-VM-I-010 Delete Voice Mail Account	4	Y			TEST	X	
UM001-VM-I-011 Automatic Deletion of Voice Mail Account	4				PI		
UM001-VM-I-012 BLAMP Enabled	5	Y			TEST	X	
IP001-VM-I-002 Open Interface	5	Y			TEST	X	
IP001-VM-I-003 Transactional Integrity	5	Y			Verification		
IP001-VM-I-004 Dropping Out-of-Date Data	4	Y			Verification		
IP001-VM-I-005 Regular Disk Maintenance	4	Y			TEST	X	
IP001-VM-I-006 Audit Trail	4	Y			TEST	X	
IP001-VM-I-007 IPv6	3				PI		
IP001-VM-I-008 Bulk Provisioning	4	Y			TEST	X	



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APPENDIX D SOURCE CODE ESCROW AGREEMENT

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The Source Code Escrow Agreement is attached hereto and incorporated herein by reference.

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DSI TECHNOLOGY ESCROW SERVICES®

An Iron Mountain Company

## FlexSAFE Agreement

FlexSAFE is an uncomplicated, two-party agreement between the depositor and DSI that requires no customer signature or approval. It was developed to meet the depositor's particular needs in an easy and cost-effective way. In addition, it meets the requirements of a beneficiary mainly concerned about a depositor's bankruptcy. With FlexSAFE, DSI notifies the beneficiary that an escrow account has been established and sends semi-annual status reports to all parties.

### Purpose

*DSI's FlexSAFE Agreement is generally used when:*

- Both parties agree that a basic level escrow protection is needed.
- The beneficiary does not want to sign the escrow agreement.
- The beneficiary is mainly concerned with bankruptcy as a condition to release deposit materials.
- The depositor wants to have control of the release of deposit materials.
- The escrow investment needs to be at a minimum.

### Features

*FlexSAFE customers benefit from these unique features:*

- Standard terms and conditions that require no negotiation.
- The beneficiary may file directly with DSI for release under bankruptcy.
- DSI direct billing to beneficiary.
- Deposit inspection with signed receipt for the depositor.
- Audit trail of deposit created through inspection, date stamping of all deposit materials.
- Semi-annual account histories listing all deposit activity sent to all parties.
- Update reminders for the depositor.
- Cost-effective escrow protection.
- Meets GSA or government compliance requirements.

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## APPENDIX C PROGRAM FEATURES

## LEGEND

Priority	5 - Highest, 1 - Lowest
Compliance:	
Y	Yes
S	Currently Supported
SL	Supported but Limited
E	Expand
Status:	
PI	Partially Implemented/ Conceptual design
DEV	In Development (in coding)
TEST	Ready for QA testing
clarification:	needs clarification

## APPENDIX C PROGRAM FEATURES

Functions to be Removed / Disabled			Notes
TUI Interface - EDMS	TUI Interface - IPCOM	Web Interface	
Restore Deleted Faxes (14)			
Call the office (21)			
Call my home (22)			
Call my contact (23)			
Dial a phone number (25)			
Setup a conference call (26) (and all included features)	Setup a conference call (26) (and all included features)		
Join the conference (27)	Join the conference (27)		
Transfer my calls (30)			
Transfer my calls to my office number (31)			
Transfer my calls to my home number (32)			
Transfer my calls to my mobile number (33)			
Transfer my calls to my voice mail (34)			
Transfer my calls to my current number (35)			
Transfer my calls to my cellular number (36)			
Transfer my calls via call blast (38)			
Transfer my calls to my contact (39)			
Change my telephone numbers (50)			
Change my current number (51)			
Change my office number (52)			
Change my home number (53)			
Change my mobile number (54)			
Change my cellular number (56)			
Change my fax number (57)			
Change my operator number (58)			
Start following me (68)			
Stop following me (69)			
Create a reminder (75)			
Check my faxes (81) (and all included features)			
Send page to member (82)			
Send page to my contact (83)			
Enable barge through (96)			
Disable barge through (97)			

### FLEXSAFE ESCROW AGREEMENT

Account Number \_\_\_\_\_

This agreement ("Agreement") is effective \_\_\_\_\_, 20\_\_\_\_ between DSI Technology Escrow Services, Inc. ("DSI") and \_\_\_\_\_ ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties") and who are more fully identified in Exhibit A.

A. Depositor and Depositor's client have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. Depositor desires to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

D. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

#### ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") to be deposited under this Agreement.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify Depositor regarding the status of the account as required in Section 3.2.

1.3 Deposit Inspection. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and

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(c) mail a copy of Exhibit B to Depositor. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI the rights as provided in this Agreement; and
- c. The Deposit Materials are not subject to any lien or other encumbrance.
- d. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Deposit Updates. Updates to the Deposit Materials may be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.5. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor or as otherwise provided in this Agreement.

ARTICLE 2 -- FLEXSAFE ENROLLMENTS

2.1 FlexSAFE Beneficiary. As used in this Agreement ("FlexSAFE Beneficiary") shall mean one or more FlexSAFE Beneficiaries depending on Depositor Enrollment(s), in accordance with Section 2.2.

2.2 FlexSAFE Enrollment(s). Depositor may enroll one or more beneficiaries under this Agreement. Depositor will execute and submit to DSI a FlexSAFE Beneficiary Enrollment document, referenced in this Agreement as Exhibit T, listing each beneficiary to be enrolled as a FlexSAFE Beneficiary under the Agreement. Upon DSI's acceptance of Exhibit T and any additional Exhibit T thereto, DSI will issue an enrollment letter and a copy of this Agreement to the FlexSAFE Beneficiary.

2.3 Other Third Parties. DSI shall have no obligation to any other third party except a FlexSAFE Beneficiary accepted by DSI. DSI and Depositor shall have the right to modify or cancel the Agreement without the consent of any third party.

### ARTICLE 3 – CONFIDENTIALITY AND RECORD KEEPING

3.1 Confidentiality. DSI shall maintain the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, DSI shall not disclose the content of this Agreement to any third party and shall not disclose, transfer, make available, or use the Deposit Materials. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify Depositor unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; however, DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal. (See Section 8.5 for notices of requested orders.)

3.2 Status Reports. DSI will issue to Depositor and FlexSAFE Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history upon request. Depositor will notify DSI if the account history is not to be provided to FlexSAFE Beneficiary.

3.3 Audit Rights. During the term of this Agreement, Depositor shall have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

### ARTICLE 4 – GRANT OF RIGHTS TO DSI

4.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

4.2 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.

4.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer the Deposit Materials to FlexSAFE Beneficiary upon any release of the Deposit Materials for use by FlexSAFE Beneficiary in accordance with Section 5.4. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the Deposit Materials.

### ARTICLE 5 – RELEASE OF DEPOSIT

5.1 Release of Deposit Upon Depositor's Instruction. Upon receipt by DSI of written instruction(s) directly from Depositor, Depositor's trustee in bankruptcy, or a court of competent jurisdiction, DSI will release a copy of the Deposit Materials to the FlexSAFE Beneficiary

identified in the instruction(s). However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense in excess of \$300 will be chargeable to FlexSAFE Beneficiary. This Agreement will terminate upon the release of the Deposit Materials held by DSI.

5.2 Filing for Release of Deposit by FlexSAFE Beneficiary.

- a. Upon notice to DSI by FlexSAFE Beneficiary of the occurrence of a release condition as defined in Section 5.3, DSI shall provide Depositor with a copy of FlexSAFE Beneficiary's notice by commercial express mail. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have 15 business days to deliver to DSI contrary instructions ("Contrary Instructions").

Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy of the Contrary Instructions to FlexSAFE Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and FlexSAFE Beneficiary that there is a dispute to be resolved pursuant to Section 8.3. Subject to Section 6.3, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and FlexSAFE Beneficiary; (b) dispute resolution pursuant to Section 8.3; or (c) order of a court.

- b. If no Contrary Instructions are given to DSI, Depositor agrees that DSI shall deliver a copy of the Deposit Materials to the FlexSAFE Beneficiary who provides DSI with all of the following:
1. Copy of the current License Agreement between Depositor and FlexSAFE Beneficiary;
  2. Written demand that a copy of the Deposit Materials be released and delivered to FlexSAFE Beneficiary;
  3. Written notice that the copy of the Deposit Materials being released to FlexSAFE Beneficiary only be used as permitted under the License Agreement;
  4. Specific delivery instructions along with any fees due DSI; and
  5. Written notice that the release of the copy of the Deposit Materials is pursuant to 11 United States Code Section 365(n) or other applicable federal or state bankruptcy, insolvency, reorganization or liquidation statute.

5.3 Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than 30 days:

- a. Entry of an order for relief under Title 11 of the United States Code;
- b. The making by Depositor of a general assignment for the benefit of creditors;

- c. The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
- d. Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

5.4 Right to Use Following Release. Unless otherwise provided in the License Agreement; upon release of the Deposit Materials in accordance with this Article 5, FlexSAFE Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to FlexSAFE Beneficiary by the License Agreement. FlexSAFE Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

#### ARTICLE 6 -- TERM AND TERMINATION

6.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing that the Agreement is terminated; or (b) DSI instructs Depositor and FlexSAFE Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 6.3 or by resignation in accordance with Section 6.4. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

6.2 Term of FlexSAFE Enrollment. Upon receipt by DSI of Depositor's executed Exhibit T, the FlexSAFE Beneficiary will be enrolled for an initial term of one year, unless this Agreement terminates earlier, causing the FlexSAFE Beneficiary enrollment to terminate. Subsequent enrollment terms may be adjusted to the anniversary date of this Agreement and shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing to terminate the FlexSAFE Beneficiary enrollment; (b) FlexSAFE Beneficiary instructs DSI in writing to terminate the FlexSAFE Beneficiary; or (c) the enrollment is terminated by DSI for nonpayment in accordance with Section 6.3.

6.3 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Unless Depositor has instructed DSI to terminate FlexSAFE Beneficiary pursuant to subsection 6.2(a), Depositor or FlexSAFE Beneficiary shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

6.4 Termination by Resignation. DSI reserves the right to terminate this Agreement, for any reason, by providing Depositor with 60-days' written notice of its intent to terminate this Agreement. Within the 60-day period, the Depositor may provide DSI with written instructions authorizing DSI to forward the Deposit Materials to another escrow company and/or agent or other designated recipient. If DSI does not receive said written instructions within 60 days of the

date of DSI's written termination notice, then DSI shall destroy, return or otherwise deliver the Deposit Materials in accordance with Section 6.5.

6.5 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the FlexSAFE Beneficiary in accordance with Section 5.3.

6.6 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 4.3) and Right to Use Following Release (Section 5.4), if a release of the Deposit Materials has occurred prior to termination;
- d. The obligation to pay DSI any fees and expenses due;
- e. The provisions of Article 8; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

#### ARTICLE 7 – DSI'S FEES

7.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 60 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

7.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest.

#### ARTICLE 8 – LIABILITY AND DISPUTES

8.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of Depositor or FlexSAFE Beneficiary who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

8.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement unless such Liabilities were caused solely by the negligence or willful misconduct of DSI.

8.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Three arbitrators shall be selected. The Depositor and FlexSAFE Beneficiary shall each select one arbitrator and the two chosen arbitrators shall select the third arbitrator, or failing agreement on the selection of the third arbitrator, the American Arbitration Association shall select the third arbitrator. However, if DSI is a party to the arbitration, DSI shall select the third arbitrator. Unless otherwise agreed by Depositor and FlexSAFE Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

8.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

8.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

#### ARTICLE 9 – GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding between the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and FlexSAFE Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or FlexSAFE Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by both parties hereto, except Exhibit A need not be signed by either party.

9.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in Exhibit A. It shall be



the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

9.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

9.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

9.5 Regulations. Depositor is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

_____	DSI Technology Escrow Services, Inc.
Depositor	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

DESIGNATED CONTACT

Account Number \_\_\_\_\_

Notices, deposit material returns and  
communications to Depositor should  
be addressed to:

Invoices to Depositor should be  
addressed to:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Designated Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Contact: \_\_\_\_\_

P.O.#, if required: \_\_\_\_\_

Requests from Depositor to change the designated contact should be given in writing by the  
designated contact or an authorized employee.

Contracts, Deposit Materials and notices to  
DSI should be addressed to:

Invoice inquiries and fee remittances  
to DSI should be addressed to:

DSI Technology Escrow Services, Inc.  
Contract Administration  
9265 Sky Park Court, Suite 202  
San Diego, CA 92123

DSI Technology Escrow Services, Inc.  
PO Box 45156  
San Francisco, CA 94145-0156

Telephone: (858) 499-1600

(858) 499-1636

Facsimile: (858) 694-1919

(858) 499-1637

E-Mail: [ca@dsiescrow.com](mailto:ca@dsiescrow.com)

Date: \_\_\_\_\_

**EXHIBIT B****DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name \_\_\_\_\_

Account Number \_\_\_\_\_

Product Name \_\_\_\_\_ Version \_\_\_\_\_

(Product Name will appear as Exhibit B Name on Account History report)

**DEPOSIT MATERIAL DESCRIPTION:**

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

**PRODUCT DESCRIPTION:**

Environment \_\_\_\_\_

**DEPOSIT MATERIAL INFORMATION:**

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

I certify for Depositor that the above described Deposit Materials have been transmitted to DSI:

DSI has inspected and accepted the above materials (any exceptions are noted above):

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date Accepted \_\_\_\_\_

Exhibit B# \_\_\_\_\_

Send materials to: DSI, 9265 Sky Park Ct., Suite 202, San Diego, CA 92123 (858) 499-1600

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EXHIBIT T

FLEXSAFE BENEFICIARY ENROLLMENT

Account Number \_\_\_\_\_

Pursuant to the FlexSAFE Escrow Agreement ("Agreement"), Depositor hereby enrolls the following as a FlexSAFE Beneficiary:

Notices and communications to FlexSAFE Beneficiary should be addressed to:

Invoices to FlexSAFE Beneficiary should be addressed to:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Contact: \_\_\_\_\_  
\_\_\_\_\_  
P.O.#, if required: \_\_\_\_\_

\_\_\_\_\_  
Depositor

DSI Technology Escrow Services, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONFIDENTIAL

APPENDIX E HARDWARE PLATFORM

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The Hardware Platform is attached hereto and incorporated herein by reference.

WorldCom: NE Webley: LA APPENDIX E-1

CONFIDENTIAL PH 00059

## Hardware Equipment Required By WorldCom



Webley Systems, Inc.  
570 Lake Cook Road  
Deerfield, Illinois

August 31, 2001

*Led*

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A 02637



Hardware Equipment

2

## Hardware Equipment

The following two lists (Non-Redundant and Redundant) specify the hardware and ancillary software required to operate the Webley Media Switching Software Version 2.1 at WorldCom. Webley uses the term "platform" to define the hardware listed in the document, as well as our software installed on this hardware.

Webley operates under the following two assumptions:

- A maximum of 10,000 active users will be allocated to this platform, with a limit of no more than 384 simultaneous users.
- Storage capacity is based on a typical Webley user profile. WorldCom's usage patterns may require more storage per customer. Extra storage may be connected to either the Administrative or Database servers via a low-cost unit such as Dell RAID or a premium unit such as Adjile RAID. This extra storage is not included as part of these lists.

Please note that the following items, products or services are not included as part of these lists:

- Platform assembly costs.
- External networking or telecom gear required to connect to the platform.
- Webley software installation costs.
- Hardware and software required to monitor the platform.
- Web load equalizers.
- Any third-party software (Speech license, Database).
- SIP proxy.

Please also note that the prices Webley is including on these lists of equipment have been negotiated with our suppliers and are valid until Friday August 31<sup>st</sup>, 2001.

WorldCom will be the customer-on-record for all required equipment, and all warranty or support issues regarding this equipment will be directed to the appropriate supplier, not to Webley.

Although Webley believes the following equipment lists to be representative of a MSP installation, the final equipment lists and the underlying assumptions are subject to change during negotiations of the final contract between WorldCom and Webley.

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Webley Systems, Inc.

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Hardware Equipment

3

List of equipment required (no redundancy)

# required	Equipment	Unit price	Taxes and Freight	Total Price
4	Media Server	\$3,600	\$331	\$15,725
4	NMS AG4000 card	\$11,197	\$1,203	\$49,599
8	NMS TX3210 card	\$2,797	\$334	\$25,045
1	Speech Server	\$3,922	\$342	\$4,264
2	Administrative servers	\$6,232	\$480	\$13,423
1	Database server	\$6,327	\$491	\$6,818
Total				\$114,875

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Webley Systems, Inc.

LA

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## Hardware Equipment

4

II List of equipment required (with redundancy)

# required	Equipment	Unit price	Taxes and Freight	Total Price
5	Media Server	\$3,600	\$331	\$19,656
5	NMS AG4000 card	\$11,197	\$1,203	\$61,999
10	NMS TX3210 card	\$2,797	\$334	\$31,307
2	Speech Server	\$3,922	\$342	\$8,529
2	Administrative servers	\$6,232	\$480	\$13,423
2	Database server	\$6,327	\$491	\$13,636
Total				\$148,550

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